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LETTER OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE UNION OF AMERICAN PHYSICIANS AND DENTISTS
FOR FISCAL YEAR 1978-79

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LETTER OF UNDERSTANDING

Pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510), this Letter of Understanding (hereinafter LOU) is entered into by the City and County of San Francisco (hereinafter City) through its designated representative acting on behalf of the Board of Supervisors and the Union of American Physicians and Dentists (hereinafter Union).

1. RECOGNITION

The City acknowledges that the Union has been certified by the Municipal Employee Relations Panel or the Civil Service Commission as the recognized employee representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance for the following classifications:

2210	Dentist
2220	Physician
2222	Senior Physician
2230	Physician Specialist
2232	Senior Physician Specialist
2233	Supervising Physician Specialist
2235	Supervising Physician Specialist, Child Psychiatry
2236	Medical Advisor, Health Service System
2244	Training Officer, Psychiatric Residency Program
2246	Assistant Director of Clinical Services I
2248	Assistant Director of Clinical Services II
2273	Interne
2275	Assistant Resident I
2277	Assistant Resident II

1. RECOGNITION (cont'd)

2279 Assistant Resident III

2281 Assistant Resident IV

2283 Chief Resident

2. INTENT

It is the intent of the parties signatory hereto that the provisions of this LOU shall not become binding until adopted or accepted by the Board of Supervisors by appropriate action. Moreover, it is the intent of the Board of Supervisors acting on behalf of the City to agree to wages, hours and other terms and conditions of employment as are within the Board's jurisdiction, powers, and authority to act as defined by the Charter, state law, California Constitution and other applicable bodies of the law. The Board does not intend nor attempt to bind any board, commission or officer to any provisions of this agreement over which the Board has no jurisdiction.

Provisions of this LOU which are in conflict with provisions of ordinances, resolutions, rules or regulations over which the Board has jurisdiction to act, shall prevail. Unless an existing ordinance, resolution, rule or regulation is specifically discussed and changed, deleted or modified by the terms of this LOU, it shall be deemed to remain in full operational effect.

3. INITIATION OF MEET AND CONFER PROCESS

The Union agrees to submit to the City, on or before December 30, 1978, its request for changes in the Administrative Provisions of the Salary Standardization Ordinance and the Salary Ordinance and this request shall be considered as a reopener on this Letter of Understanding.



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4. NO STRIKE PROVISION

During the period of time this LOU is in effect, the Union and its members agree not to initiate, engage in, cause, instigate, encourage or condone a strike, work stoppage, slowdown, mass absenteeism or any other disruptive activities which are detrimental to the conduct of City and County business and services.

5. OBJECTIVE OF THE CITY

It is agreed that the delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this LOU within their respective roles and responsibilities.

The Union recognizes the City's right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees.

Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission.

The norms and standards set forth in paragraph two above, shall be those as established by the Professional Practices Advisory Committee pursuant to a Departmental Memorandum of Understanding.

6. DUES DEDUCTION

The Union may exercise the privilege of dues deductions and shall pay the reasonable costs of this service. The Controller of the City and County of San Francisco shall establish the costs and the procedures for initiating and maintaining this service.

7. EMPLOYEE REPRESENTATIVES

Employee representatives shall be allowed to distribute union material and contact members on City property provided: the contact will be made during the employees rest periods or before or after their work.

8. OFFICIAL REPRESENTATIVES AND STEWARDS

(A) OFFICIAL REPRESENTATIVE

1. The Union may select as many as two employee members of such organization from the appropriate unit represented by such organization, and one additional such employee member for each 250 employees, or fraction thereof, in excess of 200 employees in such unit, to attend, during regular duty or work hours without loss of compensation, meetings scheduled with the Director to meet and confer on matters within the scope of representation affecting such appropriate unit, and to participate in the discussion, deliberation, and decisions at such meetings. The selection of such employee members, or substitutions or replacements therefor, and their attendance at meetings during their regular duty or work hours, shall be subject to the following:

2. The organization's duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.

3. No selected employee member shall leave the duty or work station, or assignment without specific approval of the employee's

8. OFFICIAL REPRESENTATIVES AND STEWARDS (cont'd)

(A) OFFICIAL REPRESENTATIVES (cont'd)

department head or other authorized executive management official.

(4) In scheduling meetings due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.

(B) STEWARDS

1. The Union shall furnish the City with an accurate list of shop stewards in designated units. The Union may submit amendments to this list at any time because of the permanent absence of a designated shop steward. If a shop steward is not officially designated in writing, by the Union, none will be recognized for that area or shift.

2. The Union recognizes that it is the responsibility of the shop steward to assist in the resolution of grievances at the lowest possible level.

3. If, in the judgment of the supervisor, permission cannot be granted immediately to the shop steward to present a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission.

4. In emergency situations, where immediate disciplinary action must be taken because of a violation of law or a City or departmental rule (intoxication, theft, etc.) the shop steward shall, if possible, be granted immediate permission to leave his post of duty to assist in the grievance procedure.

5. Shop stewards shall not interfere with the work of any employee.

8. OFFICIAL REPRESENTATIVES AND STEWARDS (cont'd)

(B) STEWARDS (cont'd)

6. Union agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

7. Except in case of emergency management will give at least two calendar weeks notice if a shop steward is to be transferred to another work shift or location.

9. NON-DISCRIMINATION CLAUSE

1. No employee shall be appointed, reduced, or removed, or in any way favored or discriminated against because of his social, political, or religious opinions or affiliations, or because of racial or national origin or age or sex.

2. Neither the City nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights pursuant to the Employee Relations Ordinance of the City and County of San Francisco and the Meyers-Milias-Brown Act.

3. Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations. Employees of the City and County shall also have the right to refuse to join or participate in the activities of employee organizations. Employees shall also have the right to represent themselves individually in their employment relations with the City and County.

10. ADMINISTRATIVE CODE PROVISIONS

All provisions of the Administrative Provisions of the Salary Standardization Ordinance for the fiscal year 1978-79, except for provisions of this LOU which specifically and expressly are referred as an exception to such provisions, shall apply to all employees.

11. AGREEMENT MODIFICATION

The parties to this agreement hereby agree to the provisions of Appendix A which is attached hereto and incorporated herein by reference. Appendix A relates to modification of the agreement in relation to the "Jarvis-Gann amendment".

12. GRIEVANCE PROCEDURE

This grievance procedure shall be utilized to resolve problems or questions of interpretation which may arise on issues within the definition contained in Section A of the grievance procedure.

This grievance procedure applies to conditions of employment as set forth by Ordinance or Resolution of the Board of Supervisors, or ratified Memorandum of Understanding of the Board of Supervisors provided that such condition(s) is within the scope of representation as defined in California Government Code Section 3504 and provided further that such condition of employment is within the charter authority of the Board of Supervisors.

A. DEFINITION

A grievance is defined as and is limited to an allegation by an employee, a group of employees, or the Union that the City has failed to implement a condition of employment as specifically set forth in an existing Ordinance or Resolution of the Board of Supervisors, or a Memorandum of Understanding ratified by the Board of Supervisors; provided that such condition of employment is within the scope of representation as defined in California Government Code Section 3504 and provided further that such condition of employment is within the charter authority of the Board of Supervisors to so implement.

B. EXCLUSION OF CIVIL SERVICE MATTERS

The grievance procedure herein established shall have no application to matters within the jurisdiction of the Civil Service Commission as set forth in the City Charter or to any rules adopted by the Commission pursuant to its Charter authorities.

C. DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES

Except as may be otherwise provided in a separate departmental memorandum of understanding, the following is the departmental procedure to be followed in the resolution of grievances as defined in paragraph "A" hereof.

D. GRIEVANCE PROCEDURE STEPS

An employee having a grievance shall first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner with the supervisor.

STEP ONE

- (a) If a solution, satisfactory to both the grievant and the immediate supervisor, is not accomplished by informal discussion, the grievant shall have the right to consult with, and be assisted by, a representative of the grievant's own choice in this and all succeeding steps of this grievance procedure.
- (b) If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of the informal discussion with the immediate supervisor, submit a Letter of Grievance- Step One, to the immediate supervisor, the appointing authority, the Employee Relations Director, and the formally recognized employee organization, if any, for the grievant's classification.
- (c) The Letter of Grievance - Step One, shall contain:
 1. the date of the informal discussion,
 2. the date of the submission of the Letter of Grievance - Step One, to the immediate supervisor,
 3. the specific section(s)/subsection(s) of the Board of Supervisor's Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement,
 4. a full and complete explanation of the circumstances of the grievance, and
 5. the remedy sought by the grievant.

- (d) The immediate supervisor shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step One, submit an Answer to Letter of Grievance - Step One, to the grievant, the appointing authority, and the Employee Relations Director.
- (e) The Answer to Letter of Grievance - Step One, shall contain:
1. the date of receipt of the Letter of Grievance, - Step One,
 2. the date of the submission of the Answer to Letter of Grievance - Step One, to the grievant,
 3. a full and complete explanation of the circumstances of the grievance, and
 4. the resolution of the grievance.

STEP TWO

- (a) If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of receipt of the Answer to Letter of Grievance - Step One, submit a Letter of Grievance - Step Two, to an intermediate supervisor, designated by the appointing authority, the appointing authority and the Employee Relations Director.
- (b) The Letter of Grievance - Step Two, shall contain:
1. the date of receipt, by the grievant, of the answer to Letter of Grievance - Step One,
 2. date of submission of the Letter of Grievance - Step Two, to the intermediate supervisor,
 3. the specific section(s)/subsection(s) of the Board of Supervisor's Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement,

4. a full and complete explanation of the circumstances of the grievance, and
 5. the remedy sought by the grievant.
- (c) The intermediate supervisor shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step Two, submit an Answer to Letter of Grievance - Step Two, to the grievant, the appointing authority, and the Employee Relations Director.
- (d) The Answer to Letter of Grievance - Step Two, shall contain:
1. the date of receipt of the Letter of Grievance - Step Two,
 2. the date of the submission of the Answer to Letter of Grievance - Step Two, to the grievant,
 3. a full and complete explanation of the circumstances of the grievance, and
 4. the resolution of the grievance.

STEP THREE

- (a) If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of receipt of the Answer to Letter of Grievance - Step Two, submit a Letter of Grievance - Step Three, to the appointing authority and the Employee Relations Director.
- (b) The Letter of Grievance - Step Three, shall contain:
1. the date of receipt, by the grievant, of the answer to Letter of Grievance - Step Two,
 2. date of submission of the Letter of Grievance - Step Three, to the appointing authority,
 3. the specific section(s)/subsection(s) of the Board of Supervisor's Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement,

4. a full and complete explanation of the circumstances of the grievance, and
 5. the remedy sought by the grievant.
- (c) The appointing authority shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step Three, submit an Answer to Letter of Grievance - Step Three, to the grievant and the Employee Relations Director.
- (d) The Answer to Letter of Grievance - Step Three, shall contain:
1. the date of receipt of the Letter of Grievance - Step Three,
 2. the date of the submission of the Answer to Letter of Grievance - Step Three, to the grievant,
 3. a full and complete explanation of the circumstances of the grievance, and
 4. the resolution of the grievance.
- (e) Unless waived by written mutual agreement of the grievant and the appointing authority a hearing is required at this step.
- (f) The seven (7) working day time limit noted in Step Three above may be extended by written mutual agreement between the grievant and the appointing authority.

STEP FOUR

- (a) If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within thirty (30) calendar days of receipt of the answer to Letter of Grievance - Step Three, submit a written request to the Employee Relations Director that the grievance be heard and resolved by a hearing officer.

- (b) Prior to the selection of the hearing officer, the Employee Relations Director shall informally review the grievance and attempt to resolve the grievance to the mutual satisfaction of the grievant and the appointing authority. The Employee Relations Director shall have ten (10) working days after receipt of the request in which to review and seek resolution of the grievance.
- (c) The hearing officer shall be selected by mutual agreement between the grievant, or the grievant's representative, and the Employee Relations Director, If the grievant, or the grievant's representative, and the Employee Relations Director are unable to agree on the selection of a hearing officer they shall jointly request the State Conciliation Service to submit a list of five (5) hearing officers who have had considerable experience as a hearing officer in public employment disputes. The grievant, or the grievant's representative, and the Employee Relations Director, shall then alternately delete names from such list until only one (1) name remains; and that person shall serve as the hearing officer. Whether the employee, or his representative, or the Employee Relations Director deletes the first name in the alternating process of deleting names, shall be determined by lot.
- (d) Except when a statement of facts mutually agreeable to the grievant and the appointing authority is submitted to the hearing officer, it shall be the duty of the

hearing officer to hear and consider facts submitted by the parties.

- (e) It shall be the duty of the hearing officer to hold said hearing within fifteen (15) calendar days of written acceptance of appointment as the hearing officer.
- (f) After said hearing, or review of mutually agreeable statement of facts, it shall be the duty of the hearing officer to make written finding of fact(s) upon which the decision of the hearing officer is based.
- (g) The decision of the hearing officer shall be final and binding upon the parties.
- (h) The hearing officers' authority pursuant to the provisions of this grievance procedure shall be limited to a decision, based on submitted facts and applicable law, of whether or not the City has improperly failed to implement a condition of employment which is provided for in an Ordinance, Resolution or Memorandum of Understanding ratified by the Board of Supervisors. Further, the hearing officer shall have no power to amend, or recommend an amendment of, a Board of Supervisors ratified Memorandum of Understanding, Ordinance or Resolution.
- (i) Each party, (employee, group of employees, or Union and the appointing authority) to a hearing before a hearing officer shall bear its own expenses in connection therewith. All fees and expenses of the hearing officer, and a reporter if any, shall be borne and paid in full by the losing party.

In the event the hearing officer shall make a compromise decision, the party or parties which shall pay the fees and expenses of the hearing officer, and a reporter if any, shall be determined on a proportional basis by the hearing officer.

E. THE EFFECT OF FAILURE OF TIMELY ACTION

Failure of the grievant to submit an appeal within the required time limit at any step, or for informal discussion, shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit in any step shall result in an automatic advance of the grievance to the next step.

F. TIMELINESS OF GRIEVANCE

A grievance shall be void unless initiated by informal discussion with the immediate supervisor within forty five (45) calendar days from the date on which the City has allegedly failed to implement a condition of employment, or within forty five (45) calendar days from the time the grievant might reasonably have been expected to have learned of such alleged failure to implement a condition of employment. In no event shall any grievance include a claim for money relief for more than the forty five (45) day period plus such reasonable discovery period.

G. RIGHTS OF THE UNION FORMALLY RECOGNIZED TO REPRESENT THE GRIEVANT'S CLASSIFICATIONS

An employee, in a classification which is included within a representation unit for which formal recognition has been granted, shall pursue any grievance under this procedure with the assistance of said formally recognized employee organization or said employee may represent himself/herself with the assistance, if the employee so elects, of counsel or

other representative. As used herein, counsel or other representative shall not include any other employee organization or the representative(s) of any other employee organization.

In those grievances in which the employee represents himself/herself, or arranges for representation by other than the formally recognized employee organization as set forth above, the City shall make no resolution or award which shall be inconsistent with the terms and conditions of a ratified Memorandum of Understanding which covers the grievant's classification. In the event the formally recognized employee organization determines that such an inconsistent resolution or award has been made, the formally recognized employee organization, on its own behalf, may file a grievance at Step Three for the purpose of amending such inconsistent resolution or award. In the event the grievant represents himself/herself, or elects a representative other than the formally recognized employee organization, the formally recognized employee organization may elect to be a full and equal party at Step Four for the purpose of protecting the interest of its members in negotiated conditions of employment.

APPROVED AS TO FORM:

THOMAS M. O'CONNOR

CITY ATTORNEY

William J. Mac
DEPUTY CITY ATTORNEY

13. HOLIDAYS AND HOLIDAY PAY

The following language is an excerpt from Section VI (E) of the 1978-79 Salary Standardization Ordinance.

It is the intent and understanding of the City and the Union that the following excerpted language shall in no way amend or alter the meaning, interpretation, or the administration of the 1978-79 Salary Standardization Ordinance.

VI.E. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

Persons employed for holiday work only, or persons employed on an intermittent part-time work schedule or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

14. SAVINGS CLAUSE

Should any part hereof or any provision herein contained be declared invalid by reason of conflicting with a Charter provision or existing ordinances or resolutions which the Board of Supervisors had not agreed to alter, change or modify, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this LOU shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

15. DURATION OF AGREEMENT

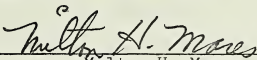
This LOU shall be in effect from July 1, 1978 through June 30, 1979.

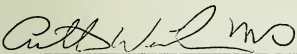
IN WITNESS WHEREOF, the parties hereto have executed this LOU
this April 13, day of _____, 1978.

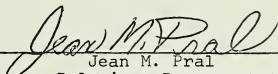
FOR THE UNION

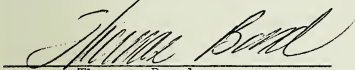
FOR THE CITY AND COUNTY

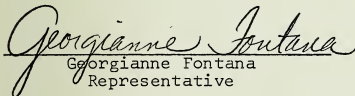

Sanford Marcus, M.D.
President


Milton H. Mares
Chief Labor Negotiator


Arthur Weinberg, M.D.
Chairman, Negotiating Committee

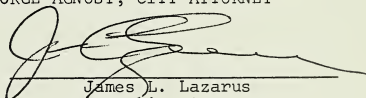

Jean M. Pral
Employee Relations Representative


Thomas Bond
Coordinator


Georgianne Fontana
Representative

APPROVED AS TO FORM:
GEORGE AGNOST, CITY ATTORNEY

APPROVED AND ADOPTED BY THE
BOARD OF SUPERVISORS BY
RESOLUTION NO. _____
ON _____

By 
James L. Lazarus
Deputy City Attorney

AGREEMENT MODIFICATION

In the event the California Constitution is amended during the term of this agreement by the adoption of the so-called "Jarvis-Gann amendment", it is agreed by the parties signatory hereto that all provisions negotiated and governed by the terms of this agreement which resulted in any additional cost whatsoever to the City for the Fiscal Year 1978-79, shall automatically become inoperative. Except as provided in this paragraph, the Union does not waive any rights to meet and confer on other items within the scope of representation.

The City acknowledges its obligation to meet and confer on matters of wages, hours and terms and conditions of employment as defined in Government Code Section 3504 that might be affected by the adoption of the Jarvis-Gann amendment and will do so to the extent required by this agreement and applicable laws.



